



## *Report to the Auburn City Council*

Action Item  
Agenda Item No. **4**

*3.2*  
City Manager's Approval

**To:** Mayor and City Council Members  
**From:** Wilfred Wong, Community Development Director  
**Date:** January 13, 2014  
**Subject:** Auburn Area Recreation and Park District Telecommunications Easement and Lease Assignment

### *The Issue*

Should the City Council approve a Telecommunications Easement and Lease Assignment requested by the Auburn Area Recreation and Park District?

### *Conclusions and Recommendation*

By Resolution, approve a telecommunications easement and lease assignment agreement by and between Auburn Area Recreation and Park District and Land Leases, LLC (Attachment 1).

### *Background/Analysis*

The Auburn Area Recreation and Park District (ARD) currently has a lease/non-exclusive easement with Sprint that includes one of the left field light towers and surrounding 287 square feet at Recreation Park's James Field (Attachment 2 for location of cell tower).

Land Leases, LLC approached ARD about purchasing the Sprint lease. After negotiations, the ARD Board of Directors approved a sale of the lease to Land Leases, LLC in exchange for \$350,000 to be paid to the District. The ARD Board of Directors approved Resolution #2013-20, authorizing the ARD District Administrator to sign any and all documents related to this sale.

As part of the due diligence process, Land Leases, LLC discovered a title issue. The title issue comes from a clause in the granting deed when the City of Auburn conveyed the subject property to ARD. In that deed, there is an obligation for ARD to obtain City of Auburn's consent for this type of transaction. This consent must be granted by the City Council. This is in addition to the consent that ARD itself granted to move forward with the transaction. Below is the specific clause:

(1) In the event Grantee, its assigns or successors in interest, in any way whatsoever alienates, encumbers, sells, hypothecates or transfers any interest in said real property without the prior approval of the Grantor City of Auburn, acting through its City Council, title to said real property shall, upon written notice recorded by Grantor in the Office of the Placer County Recorder, revert in fee simple to the City of Auburn, or its successors.

This clause comes from the Grant Deed recorded October 11, 1968 by and between the City of Auburn and ARD (Attachment 3). The cell tower is located upon Parcel 1 (Attachment 4) described in the Grand Deed, which is Assessor's Parcel Number 004-250-001 (Attachment 5).

**Alternatives Available to Council; Implications of Alternatives**

1. Approve the request from ARD for a Telecommunications Easement and Lease Assignment; ARD will be able to proceed with the sale of their lease.
2. Deny the request from ARD for a Telecommunications Easement and Lease Assignment; ARD will not be able to proceed with the sale of their lease.

**Fiscal Impacts**

None for the City of Auburn.

**Additional Information**

Please see the following attachments for more details:

1. Resolution.
2. Location of cell tower.
3. Grant Deed recorded October 11, 1968 by and between the City of Auburn and ARD.
4. Parcels described in the Grand Deed.
5. Assessor's Parcel Map.

# ATTACHMENT 1

## RESOLUTION NO. 14-

A RESOLUTION OF THE CITY COUNCIL OF CITY OF AUBURN,  
APPROVING A TELECOMMUNICATIONS EASEMENT AND LEASE  
ASSIGNMENT AGREEMENT BY AND BETWEEN AUBURN AREA  
RECREATION AND PARK DISTRICT AND LAND LEASES, LLC

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WHEREAS, the Auburn Area Recreation and Park District ("District") owns  
that certain parcel of real property, generally located at 123 Recreation Drive,  
Auburn, Placer County, California 95603 ("Property"); and

WHEREAS, the District has previously entered into a lease agreement  
with UbiquiTel Leasing Company, predecessor in interest to Sprint Spectrum  
Realty Company, L.P., for the purpose of locating telecommunications  
equipment at said Property; and

WHEREAS, the District has received a telecommunications easement and  
lease assignment agreement between the District and Land Leases, LLC, its  
successors and assigns (the "Agreement" ), attached hereto as Exhibit A,  
which includes the following terms:

The sale of an easement interest on a certain portion of that real  
property located at 123 Recreation Drive, Auburn, Placer County, California  
95603, and the assignment of the following lease to Land Leases, LLC, its  
successors and assigns:

That certain PCS Site Agreement dated July 10, 2000, by and between  
the Auburn Area Recreation and Park District ("Landlord") and UbiquiTel  
Leasing Company, predecessor in interest to Sprint Spectrum Realty Company,  
L.P. ("Tenant"), as later amended; and

1 WHEREAS the Board of Directors of Auburn Area Recreation and Park  
2 District has designated the District Administrator, Kahl Muscott, to sign all  
3 closing documents on behalf of the District; and

4  
5 WHEREAS the District desires to enter into the Agreement with the  
6 approval of the City of Auburn pursuant to the conditions subsequent contained  
7 in that certain Grant Deed, by and between City of Auburn and Auburn Area  
8 Recreation and Park District, and recorded October 11, 1968, at Volume 1217,  
9 Page 389, in the Official Records of Placer County, California. Now therefore,

10  
11 THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE  
12 The City approves the Telecommunications Easement and Lease Agreement  
13 between Auburn Area Recreation and Park District and Land Leases LLC  
14 attached as Exhibit A.

15  
16 DATED: January 13, 2014

17  
18 \_\_\_\_\_  
Bridget Powers, Mayor

19 ATTEST:

20  
21 \_\_\_\_\_  
22 Stephanie L. Snyder, City Clerk

23 I, Stephanie L. Snyder, City Clerk of the City of Auburn, hereby certify  
24 that the foregoing resolution was duly passed at a regular meeting of the City  
25 of Auburn held on the 13<sup>th</sup> day of January 2014 by the following vote on roll  
call:

26 Ayes:  
27 Noes:  
28 Absent:

\_\_\_\_\_  
Stephanie L. Snyder, City Clerk

# EXHIBIT A

Record and Return to:

Lisa King  
TitleVest Agency, Inc.  
44 Wall Street, 10<sup>th</sup> Floor  
New York, NY 10005  
TitleVest Title No.: \_\_\_\_\_

Prepared by:

Land Leases, LLC  
9755 Dogwood Road, Suite 105  
Roswell, GA 30075

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## TELECOMMUNICATION EASEMENT AND LEASE ASSIGNMENT AGREEMENT

THIS TELECOMMUNICATION EASEMENT AND LEASE ASSIGNMENT AGREEMENT ("Agreement") is made and shall be effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between \_\_\_\_\_ ("Grantor") and Land Leases, LLC, a Delaware limited liability company ("Grantee").

- 1. Grantor's Property and the Telecom Tenant Lease.** Grantor represents and warrants that it holds fee simple title to certain real property located at \_\_\_\_\_, as more fully described in the legal description attached hereto as Exhibit A (the "Property"). Grantor and \_\_\_\_\_ (the "Telecom Tenant") are parties to that certain lease agreement, including all amendments and modifications thereto, cited in Exhibit B and incorporated by reference herein (the "Telecom Tenant Lease").
- 2. Grant of Easement.** For the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge as paid on or about the Effective Date, Grantor grants and conveys unto Grantee, its successors and assigns, an exclusive easement (subject to the Telecom Tenant Lease) for the Permitted Use defined herein, together with a non-exclusive access easement for ingress and egress to and from the exclusive easement pursuant to the terms of the existing Telecom Tenant Lease or Replacement Telecom Tenant Lease, as applicable, seven days per week, twenty-four hours per day and a non-exclusive utility easement to install, replace and maintain utilities servicing the exclusive easement, including, but not limited to the installation of power and telephone service cable, wires, switches, boxes and the like as may be required by the Permitted Use (collectively "Easement" as further described in Exhibit C). Grantee shall coordinate in good faith with Grantor for any unusual access needs. Grantor shall permit Grantee, its lessees, sublessees, licensees, successors and assigns to use the Easement for the installation, construction, operation, maintenance, repair, modification, relocation, replacement and removal of improvements and equipment for the facilitation of telecommunications and other related uses and lawful purposes ("Permitted Use"). Grantor represents that there is no pending or threatened action that would adversely affect Grantor's ability to enter into this Agreement or grant the Easement and that entering into this Agreement will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or conflict with the provisions of any agreement to which Grantor is a party. Grantor shall maintain the Property in a commercially reasonable condition to allow the Permitted Use of the Easement. Grantor further represents and warrants that Grantee shall have peaceful and quiet possession and enjoyment of the Easement during the term of this Agreement without any disturbance of Grantee's possession or Permitted Use hereunder.
- 3. Term.** Commencing on the Effective Date, the term of this Agreement and the Easement shall be for fifty-six (56) years (the "Term") and this Agreement and the Easement shall terminate on \_\_\_\_\_ (the "Reversion Date"). Upon notice to Grantor as provided herein, Grantee may surrender the Easement to Grantor and execute such documents reasonably required to terminate the Agreement and the Easement. Grantor may not unilaterally terminate the Agreement or Easement, but if the Easement is not used for the Permitted Use as defined in Section 2 above for a period of three (3) years the Easement shall be deemed abandoned and shall terminate upon Grantor's notice to Grantee as provided herein. Sections 11 and 12 shall survive expiration or termination of this Agreement and shall remain in effect in perpetuity, subject to applicable law.

4. **Assignment of Lease, Renewal and Right of Replacement.** Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Telecom Tenant Lease for the Term, including the right to renew the Telecom Tenant Lease throughout the Term hereof. Notwithstanding the foregoing, Telecom Tenant Lease renewal or Replacement Telecom Tenant Lease term may not exceed beyond the Reversion Date without the written approval of Grantor, which may not be unreasonably conditioned, delayed, denied or withheld, and without any further compensation to Grantor. Consent shall be deemed given by Grantor where Grantor has failed to respond within fifteen (15) days of notice as provided herein. Except as provided herein, Grantee agrees to assume all of Grantor's rights and obligations under the Telecom Tenant Lease. If Telecom Tenant is obligated under the Telecom Tenant Lease to pay to Grantor any fees (other than base rent and any escalations thereto) for the purpose of utility service or access or tax reimbursement, Grantor shall continue to be entitled to such fees, although Grantee may collect and distribute same to Grantor. Grantor warrants that it has delivered to Grantee true and correct copies of the Telecom Tenant Lease and that Grantor owns 100% of the lessor/landlord's interest in the Telecom Tenant Lease, including the right to collect all rent thereunder. To the best of Grantor's knowledge, no party to the Telecom Tenant Lease has breached or is in default of their respective obligations under the Telecom Tenant Lease and no party has requested or discussed a modification or termination of the Telecom Tenant Lease. If during the Term the Telecom Tenant terminates the Telecom Tenant Lease or otherwise vacates the Property, Grantee may lease all or a portion of the Easement to a replacement telecommunications tenant ("Replacement Telecom Tenant") on terms consistent with the Telecom Tenant Lease and such Replacement Telecom Tenant shall occupy the Easement rather than locating on other portions of the Property.
5. **Revenue Sharing and Option to Purchase Additional Telecom Leases.**
- a. Revenue Sharing. When a new telecommunications tenant ("Revenue Share Tenant"), other than a Replacement Telecom Tenant, executes a lease for space within the Easement outside the Telecom Tenant or Replacement Telecom Tenant lease premises and commences rent payment, Grantee will collect such rent with Grantee retaining fifty percent (50 %) of the rent collected and Grantee remitting fifty percent (50%) of the rent collected to Grantor. Any Revenue Share Tenant shall comply with the obligations of a Replacement Telecom Tenant as set forth in Section 4.
  - b. Grantor shall deliver to Grantee, a written copy of any offer to purchase any Additional Telecom Leases. Grantee shall have fifteen (15) business days to match the terms of any offer by delivering written notice of Grantee's intent to match the offer.
6. **Grantor Cooperation and Non-interference.** Grantor hereby agrees to cooperate with Grantee and/or Telecom Tenant, Replacement Telecom Tenant and Revenue Share Tenant (collectively, "Easement Tenants") in obtaining all licenses, permits or authorizations from all applicable governmental and/or regulatory entities and in acquiring any necessary upgrades to or relocation of utility service to support the Permitted Use. Grantor's cooperation shall be at no cost to Grantor and without requiring payment of additional rent or fees by Grantee or Easement Tenants. Grantor shall not interfere with any construction in the Easement so long as such construction is to support the Permitted Use and is proceeding pursuant to a building permit or other required municipal or governmental approvals. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to, use any portion of the Property or the Easement in a way which interferes with the operations of the Easement Tenants who shall have peaceful and quiet possession and enjoyment of the Easement. Grantor may not directly or indirectly induce, invite, or conspire to induce or invite any Easement Tenants, and its successors and assigns, to use or lease space in direct competition with Grantee's Easement
7. **Assignment.** Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest created by this Agreement. Grantee may freely assign this Agreement in part or in its entirety, and any or all of its rights hereunder, including the right to receive rent payments. Upon the absolute assumption of such assignee of all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all obligations and liabilities hereunder.
8. **Taxes and Other Obligations.** Except for taxes relating to the Equipment or personal property taxes of Telecom Tenant or Replacement Telecom Tenant as required to be paid under Telecom Tenant or Replacement Telecom Tenant Lease, as applicable, all undisputed taxes and other obligations that are or could become liens

against the Property or any subdivision of the Property containing the Easement, whether existing as of the Effective Date or hereafter created or imposed, shall be paid by Grantor prior to delinquency or default. Grantor shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Property, or imposed in connection with the execution, delivery, performance or recordation hereof, including without limitation any sales, income, documentary or other transfer taxes. If Grantor fails to pay when due any taxes or other obligations affecting the Property, Grantee shall have the right but not the obligation to pay such and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee.

9. **Insurance.** During the Term of this Agreement, Easement Tenants shall maintain general liability insurance as required under their respective lease. Grantor shall maintain any insurance policies in place on the Property or as required under the Telecom Tenant Lease.

10. **Subordination and Non-Disturbance.** Grantee agrees to subordinate this Agreement to any mortgage or trust deed on the Property, provided the mortgagee or trustee enters into a non-disturbance agreement with Grantee memorializing Grantee's right to possession of the Easement and, in the event of a default under or foreclosure of the security instrument, assurances that Grantee shall have the continuing right to collect rents, fees and other payments from Easement Tenants.

11. **Mutual General Indemnification.** Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of the indemnifying party's breach of this Agreement or the negligent acts or omissions or willful misconduct on the Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party.

12. **Environmental Representations and Indemnification.**

- a. Grantor represents and warrants that, to the best of Grantor's knowledge and with the exception of the existing hydrogen fuel cell installed by Sprint, no pollutants or other toxic or hazardous substances, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., or any other federal or state law, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively, "Hazardous Substances") have been, or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape or migrate (collectively referred to as the "Release") on or from the Property. Neither Grantor nor Grantee shall introduce or use any Hazardous Substances on the Property or the Easement in violation of any applicable federal, state or local environmental laws.
- b. Grantor and Grantee each agree to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property caused by the other party. Grantee shall not be responsible for and shall not defend, indemnify or hold harmless Grantor for any Release of Hazardous Substances on or before the Effective Date.

13. **Dispute Resolution and Notice.**

- a. Jurisdiction and venue under this Agreement shall be in the state and county the Property is located. The parties may enforce this Agreement and their rights under applicable law, and may seek specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law. Money damages may not be an adequate remedy for the harm caused to Grantee by a breach or default by Grantor hereunder, and Grantor waives the posting of a bond. Damages as against Grantee shall be limited to the amount of consideration received by Grantor under this Agreement, following any insurance settlement which may have effect. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs.

- b. The non-defaulting party shall provide written notice of a default under this Agreement or under an Easement Tenants' lease, not more than thirty (30) days from discovery of the default. Grantor shall have thirty (30) days to cure the default. Grantee shall have thirty (30) days to commence cure of the default, unless the default constitutes a threat to human life.
- c. Provided that Grantee has advised Grantor in writing of the name and address of the holder of any loan which is secured by a lien on Grantee's interest in this Agreement and/or the Easement Grantor ("Grantee's Lender"), Grantor shall also notify Grantee's Lender of any default by Grantee under this Agreement. Grantee's Lender shall be given the same rights to cure as Grantee. Notwithstanding the foregoing, Grantee's Lender shall have no obligation to cure any such default. Grantee's Lender shall be a third party beneficiary to the provisions of this Agreement.
- d. All communications shall be delivered by certified mail, return receipt requested or a nationally recognized overnight courier to the address beneath each party's signature block or such other address as advised to the other party pursuant to this paragraph. Notice shall be deemed given upon receipt if by certified mail, return receipt requested or one (1) business day following the date of sending, if sent by nationally recognized overnight courier service.

14. **Grantor Relocation Rights.** Grantor may, with the prior written consent of Grantee, and Telecom Tenant or Replacement Telecom Tenant, as applicable, relocate the Easement and Equipment to other locations on the Property. Such relocation shall be at the sole expense of Grantor. Grantee agrees to cooperate in good faith with Grantor in granting such consent from Grantee and requesting such consent from Telecom Tenant or Replacement Telecom Tenant, as applicable. However, nothing herein shall require relocation of the Easement or Equipment if Telecom Tenant withholds such consent pursuant to the terms of the Telecom Tenant Lease. Grantee agrees that all other telecom tenant leases that are subject to this Agreement will include Grantor approved relocation language.

**15. Miscellaneous.**

- a. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the Property upon which the Easement is located and be binding upon all future owners and lessees of the Property and all persons claiming under them for the Term of this Agreement.
- b. **Casualty and Condemnation.** In the event of any casualty or condemnation of the Easement in whole or in part, Grantee shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the Easement.
- c. **Estoppel Certificate.** At any time during the term hereof, each party shall have the right to deliver to the other a statement of such party certifying: (i) the Agreement is unmodified and in full force and effect; (ii) whether or not any default under the Agreement exists; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement ("Estoppel Certificate"). The receiving party shall have ten (10) days from receipt to respond or all parties may thereafter rely on the Estoppel Certificate as factually correct as to the information set forth therein.
- d. **Bankruptcy.** Grantee does not consent to rejection in bankruptcy, and Grantor shall provide notice and a copy of any bankruptcy or related filing to Grantee and Grantee's Lender.
- e. **Severability.** If any provision contained in this Agreement (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision.)
- f. **Counterparts.** This Agreement may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.

- g. Entire Agreement. This Agreement and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Grantor and Grantee. Without limiting the generality of the foregoing, Grantor acknowledges that it has not received or relied upon any advice of Grantee or its representatives regarding the merits or tax consequences of this Agreement.

*[Signature pages and exhibits follow.]*

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above,

GRANTOR:

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY \_\_\_\_\_

} ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ \_\_\_\_\_ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ of \_\_\_\_\_.

{affix notary seal or stamp}

\_\_\_\_\_  
Notary Public  
My Commission Expires:

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above,

GRANTEE: LAND LEASES, LLC, a Delaware limited liability company

\_\_\_\_\_  
John F. Gutowski, Vice President and Assistant Secretary

STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned notary public, personally appeared John F. Gutowski, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/\_\_\_\_\_ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Vice President and Assistant Secretary of Land Leases, LLC.

{affix notary seal or stamp}

\_\_\_\_\_  
Notary Public  
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

*[Insert property legal description.]*

EXHIBIT B

TELECOM TENANT LEASE

*[Insert Telecom Tenant lease citation.]*

## EXHIBIT C

### EASEMENT AREA DESCRIPTION

In the event of a discrepancy between the area actually occupied by the Equipment and the area described below, the described area shall be understood to also include any portion of the actual used area not captured by the description or as may have been granted to the Existing Telecom Tenant that is currently outlined in the Existing Telecom Tenant Leases referenced in Exhibit B. Grantor may elect to engage a professional surveyor, the product of which may be substituted upon Grantee acceptance for the contents herein. The part of the Property described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Property used and leased by Grantor as the Existing Telecom Lease Area under the Telecom Tenant Lease(s) including but not limited as follows:

#### EXCLUSIVE EASEMENT PARCEL

To be inserted upon receipt of title commitment and site photos.

#### Expanded Easement Area

That certain additional lease area measuring the equivalent total of two hundred fifty (250) square feet in a location to be determined by the new telecommunications tenant collocating on that certain telecommunications tower within the Existing Telecom Lease Area described above with such location approved by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed.

#### NON-EXCLUSIVE UTILITY EASEMENT and NON-EXCLUSIVE ACCESS EASEMENT SPACE

The part of the Property, described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Property used by utility providers and leased by Grantor as the Existing Telecom Lease Area under the Telecom Tenant Lease(s) including but not limited as follows:

**Utilities and Telecommunications.** Grantee is herein granted, consistent with the Existing Telecom Tenant Leases, a non-exclusive easement in, to, under and over the portions of the Property for ingress and egress to the Easement Area, shaft ways, chase ways, soffits, risers, columns, crawl spaces, rafters, or any other space for placement of cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment and/or personal property, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Easement Area and any related activities and uses, pursuant to the terms of the existing Telecom Tenant Lease or Replacement Telecom Tenant Lease, as applicable

**Access.** Grantee is herein granted, consistent with the Existing Telecom Tenant Leases, all rights of ingress and egress to and from the Easement Area, across the Property described in Exhibit A hereto, providing access to a publicly dedicated roadway, including but not limited to \_\_\_\_\_, along with the right to use such access easement for the development, repair, maintenance and removal of utilities providing service to the Easement Area and any related activities and uses, pursuant to the terms of the existing Telecom Tenant Lease or Replacement Telecom Tenant Lease, as applicable.

# LOCATION MAP



ATTACHMENT 2

17683

OFFICIAL RECORDS  
PLACER COUNTY-CALIF  
RECORD REQUESTED BY

OCT 11 8 50 AM 1968

17683

CLAYTON J. GOODPASTER  
COUNTY RECORDER

NO FEE REQUIRED

GRANT DEED

CITY OF AUBURN, a municipal corporation, First Party, grants to AUBURN AREA RECREATION AND PARK DISTRICT (formerly Auburn Recreation Park and Parkway District), a political subdivision of the State of California, Second Party, all that certain real property in the City of Auburn, County of Placer, State of California, more particularly described as follows:

PARCEL 1. A part of the north half of the southwest quarter of Section Fifteen (15), Township Twelve (12) North, Range Eight (8) East, Mount Diablo Base and Meridian described by Cooley's Survey as commencing at the southwest corner of the said north half of the said southwest quarter of said Section fifteen; thence east six hundred eighty-four and seven tenths (684.7) feet to a stake; thence north  $4^{\circ} 30'$  west eleven hundred ten and eight tenths (1110.8) feet to a stake at the northwest corner of what was formerly F. A. Elder's lot; thence North  $55^{\circ} 30'$  east, three hundred seventy-five and five tenths (375.5) feet to the Auburn townsite line; thence west along the said townsite line seventh-six and one tenth (76.1) feet to a stake; thence south  $53^{\circ} 49'$  west three hundred thirty-three and four tenths (333.4) feet to a stake; thence south  $89^{\circ} 14'$  west five hundred sixty-seven and five tenths (567.5) feet to the west line, eleven hundred ten and five tenths (1110.5) feet to the place of beginning, containing 16.64 acres of land.

PARCEL 2. All that part of the southwest quarter of section Fifteen, Township Twelve North, Range Eight East ( $SW\frac{1}{4}$  of S. W.  $\frac{1}{4}$  Sec. 15, Tp. 12 N, R. 8E, M.D.B.&M. that lines north and west of the railroad track of what is called the Central Pacific Railroad, now operated by the Southern Pacific Company, a corporation, and containing seven acres of land, more or less.

EXCEPTING THEREFROM AND RESERVING UNTO GRANTOR City of Auburn all public easements and rights of way therein or thereon and in particular, the following two rights of way:

(1) A right of way for street purposes, 64 feet in width, the West line of which right of way is described as follows:

Beginning at a point in the West line of Section 15, Township 12 North, Range 8 East, M.D.B.&M., from which point the Southwest corner of said Section 15 bears South  $00^{\circ} 01' 22''$  East 1200.00 feet; thence from said point of beginning along the West line of said Section 15, North  $00^{\circ} 01' 22''$  West 1200' more or less to the center-line of Racetrack Street.

-1-

RENNER, REINER,  
MANNING & BRATTEN  
ATTORNEYS AT LAW  
207 LINCOLN WAY  
AUBURN, CALIF. 95603  
525-4508

ATTACHMENT 3

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(2) A right of way for street purposes 84 feet in width, the exact location of which is to be determined by Grantor at a later date but which shall be located South of the following described line:

Beginning at a point in the West line of said Section 15, from which point the Southwest corner of said Section 15, bears South 00° 01' 22" East 1200.00 feet; thence from said point of beginning North 88° 00' East 550 feet more or less to the Railroad Right of Way.

This entire conveyance is SUBJECT TO easements, restrictions and reservations of record in, on or across said real property and is further SUBJECT TO these two express and specific CONDITIONS SUBSEQUENT, and in the event of the happening of either, Grantor or its successors shall have a right to reenter, terminate Grantee's interest in said realty and regain full possession and ownership of the same:

(1) In the event Grantee, its assigns or successors in interest, in any way whatsoever alienates, encumbers, sells, hypothecates or transfers any interest in said real property without the prior approval of the Grantor City of Auburn, acting through its City Council, title to said real property shall, upon written notice recorded by Grantor in the Office of the Placer County Recorder, revert in fee simple to the City of Auburn, or its successors.

(2) In the event Grantee, its assigns or successors in interest, ceases, for a period of six months, to use said real property for public park and recreation purposes for the benefit of the people of the City of Auburn and its immediately surrounding environs, title to said real property shall, upon written notice recorded by Grantor in the Office of the Placer County Recorder, revert in fee simple to the City of Auburn, or its successors.

BY THIS GRANT AND BY GRANTEE'S ACCEPTANCE THEREOF IT IS MUTUALLY AGREED that in the event of the taking of any of said real property by any public agency or private agency having the right of condemnation, the proceeds of any such acquisition, whether by contract or by condemnation, shall be paid to the Grantor City of Auburn to the extent they represent land acquisition and to the Grantee Auburn Area Recreation and Park District to the extent they represent compensation for improvements installed, erected or owned by said District.

Dated: February 7, 1967.

CITY OF AUBURN,  
a Municipal Corporation

By: Verne Fellows  
Verne Fellows, Mayor

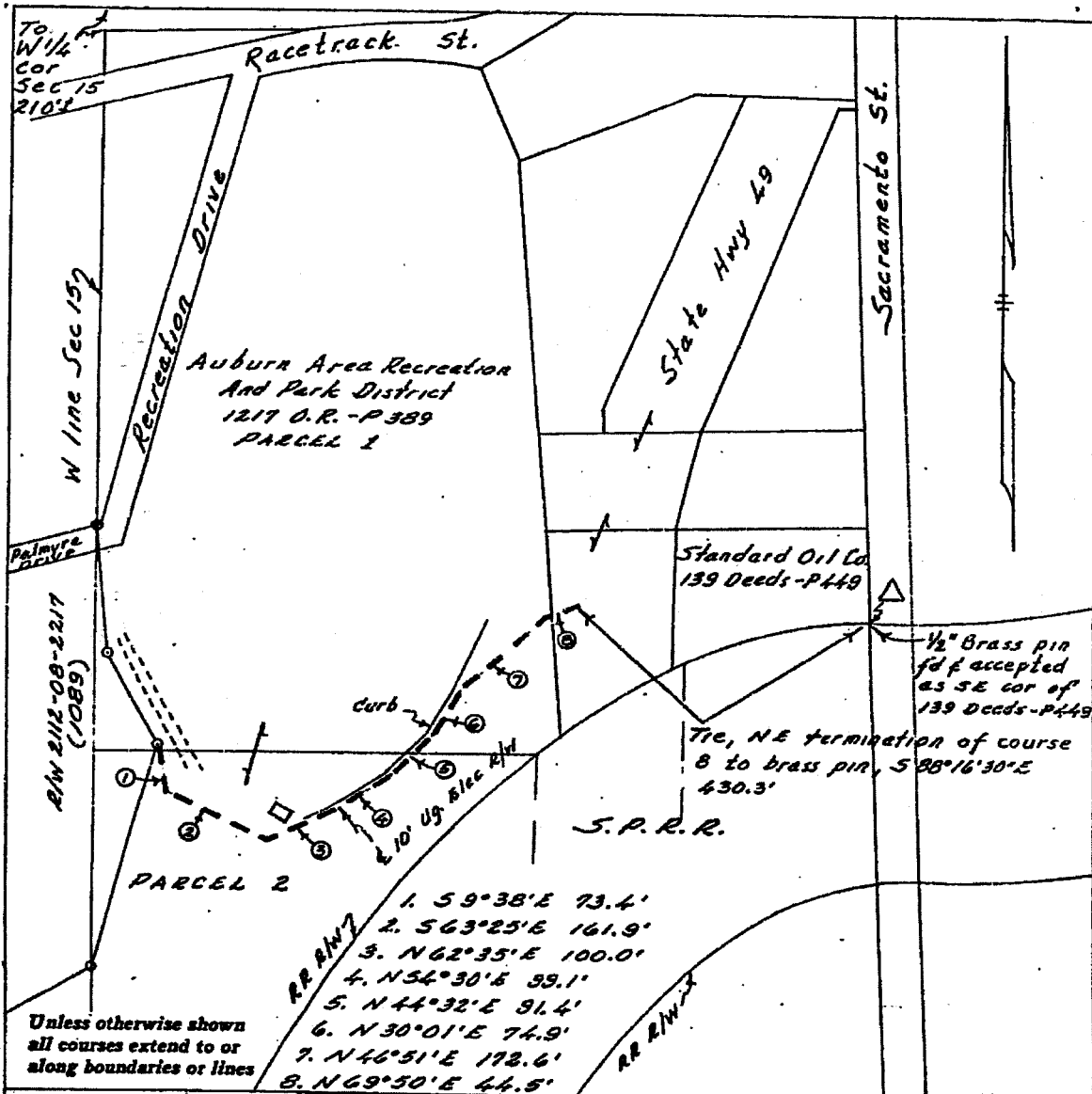
By: Florence Ladeck  
Florence Ladeck, City Clerk

GRANTOR.



ROBERTSON, ROBERTSON,  
CARMICHAEL & BRATTUCK  
ATTORNEYS AT LAW  
307 LINCOLN WAY  
P. O. BOX 511  
AUBURN, CALIF. 95603  
202-4-808

62-5556 REV. 3-71  
RIGHT OF WAY MAP



Unless otherwise shown  
all courses extend to or  
along boundaries or lines

CITY, RANCHO, SUBDIVISION, ETC.

CALIFORNIA COORDINATES ZONE II E 2,263,232.56 N 446,108.76 U.S.G.S. QUAD	<b>LEGEND</b> △ CALCULATED COORD. ⊕ SCALED COORD.	SCALE	SECTION	TOWNSHIP	RANGE	MERIDIAN
		1"=200'	SW 1/4 15	12 N	8 E	MDM
Dwg DB-98 REFERENCES Map U-8-15	<b>PG-E</b>	DATE	COUNTY OF PLACER			
		12-4-76	F.S. 143-38	DR. BY: [Signature]	CH. BY: LAN	
			DRAWING DIVISION	W.D. 1573-G	12-08-15-3	DRAWING NO.

6775

POR. S.W. 1/4 SEC. 15, T.12N., R.8E., M.D.B.&M.  
 Survey M.O.R. Bk. 9, Pg. 129, No. 1050

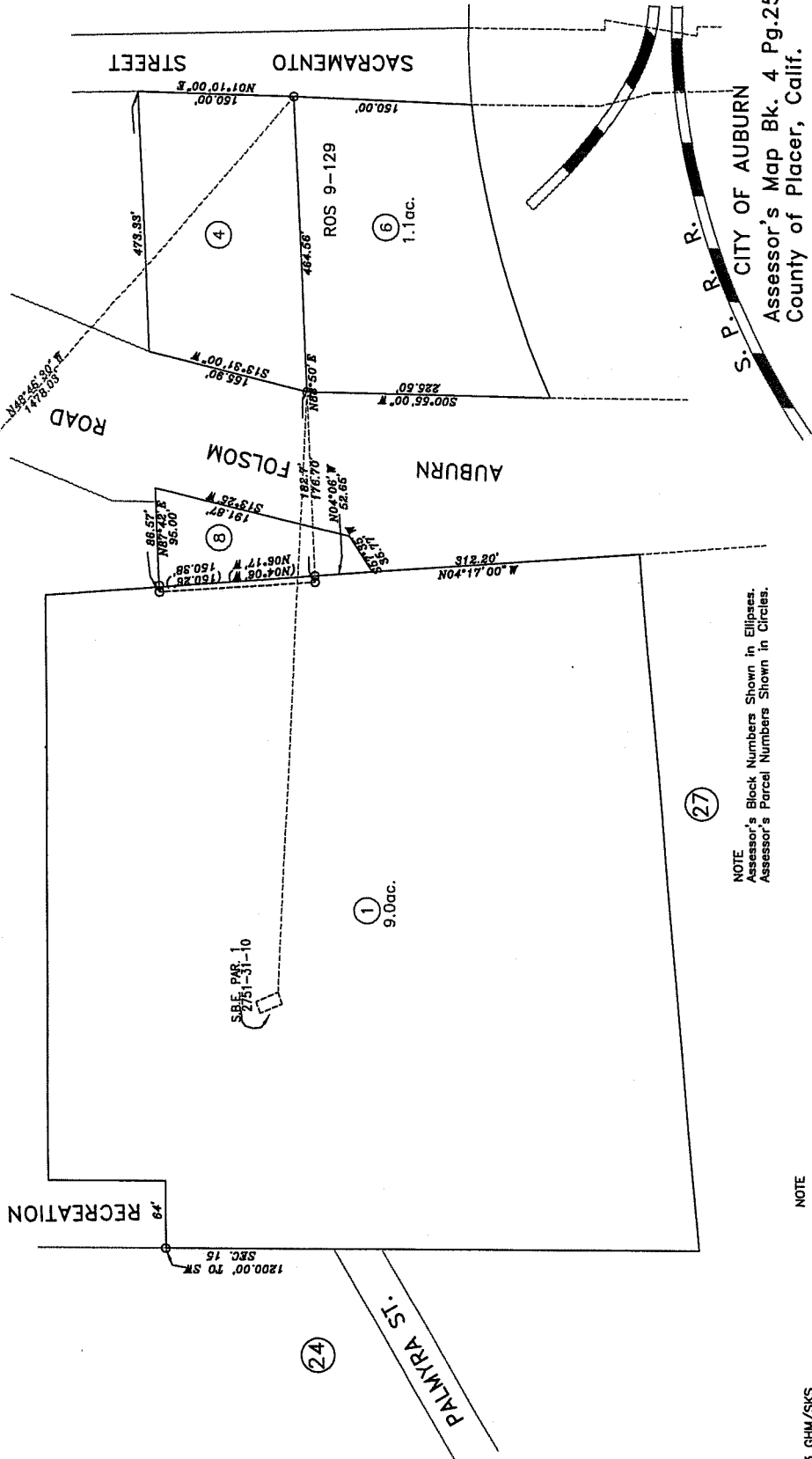
4-25

NOTE

This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

RECREATION DR.

(19)



NOTE  
 Assessor's Block Numbers Shown in Ellipses.  
 Assessor's Parcel Numbers Shown in Circles.

NOTE

All distances on curved lines are chord measurements.

01-22-2003 GHM/SKS  
 Page Drawn Per BaseMap Information

ATTACHMENT 5

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